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**PATENT**

Attorney Docket No. A-71157/MSS/WEN

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of

Matthew David Alspaugh, et al.

Serial No.: 09/769,848

Filing Date: January 25, 2001

For: ***Environmentally-Hardened  
ATM Network***

Examiner: Not Yet Known

Art Unit: 2664

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**REVOCATION AND SUBSTITUTION OF POWER OF ATTORNEY**

The undersigned, assignee of the entire interest in the above subject patent application, hereby revokes all powers of attorney previously granted in connection with this application and appoints the following attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and his (their) attorney(s) in accordance with the provisions of 37 C.F.R. 1.36: Harold C. Hohbach, Reg. No. 17,757; Aldo J. Test, Reg. No. 18,048; Donald N. MacIntosh, Reg. No. 20,316; Edward S. Wright, Reg. No. 24,903; David J. Brezner, Reg. No. 24,774; Robert B. Chickering, Reg. No. 24,286; Richard F. Trecartin, Reg. No. 31,801; Edward N. Bachand, Reg. No. 37,085; R. Michael Ananian, Reg. No. 35,050; Robin M. Silva, Reg. No. 38,304; Michael A. Kaufman, Reg. No. 32,988; Maria S. Swiatek, Reg. No. 37,244; Todd A. Lorenz, Reg. No. 39,754 and William E. Nuttle, Reg. No. 42,943; provided that if any one of said attorneys ceases being affiliated with the law firm of Flehr Hohbach Test Albritton & Herbert LLP as partner, employee or of counsel, such attorney's appointment as attorney and all powers derived therefrom shall terminate on the date such attorney ceases being so affiliated.

Serial No.: 09/769,848  
Filing Date: January 25, 2001

Assignee has reviewed the assignment document that evidences the placement of title in the assignee, true and correct copies of which are attached hereto and understands and believes that these assignment documents have been submitted for recordation in the U.S. Patent and Trademark Office. Said assignment document was recorded by the Assignment Division of the U.S. Patent and Trademark Office on March 14, 2001 at Reel No. 011623, Frame No. 0489.


Direct all telephone calls to William E. Nuttle at (650) 494-8700.

Please note the change of address regarding all future correspondence:

FLEHR HOHBACH TEST  
ALBRITTON & HERBERT LLP  
Four Embarcadero Center, Suite 3400  
San Francisco, California 94111-4187

Date: \_\_\_\_\_, 2002

Wireless Inc.



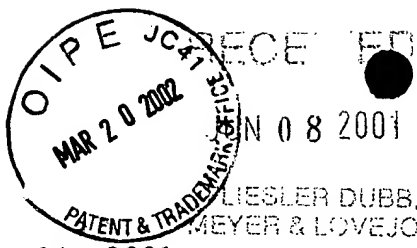
By: \_\_\_\_\_  
(signature)

Name: Priscilla Marilyn Lu  
(printed or typed)

Its: President  
(title)

File No. A-71157/MSS/WEN

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UNITED STATES DEPARTMENT OF COMMERCE  
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Washington, D.C. 20231

JUNE 04, 2001

DAVID E. LOVEJOY  
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SAN FRANCISCO, CA 94111-4156

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UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/14/2001

REEL/FRAME: 011623/0489  
NUMBER OF PAGES: 5

BRIEF: JOINT TO CORPORATE ASSIGNMENT

ASSIGNOR:  
ALSPAUGH, MATTHEW DAVID

DOC DATE: 02/27/2001

ASSIGNOR:  
MASSA, FRANK WILLIAM

DOC DATE: 03/05/2001

ASSIGNOR:  
WIESE, JOHN EDWARD

DOC DATE: 02/26/2001

ASSIGNEE:  
WIRELESS INC.  
5452 BETSY ROSS DRIVE  
SANTA CLARA, CALIFORNIA 95054-1101

SERIAL NUMBER: 09769848  
PATENT NUMBER:

FILING DATE: 01/25/2001  
ISSUE DATE:

WIRE-01008usø

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SHARON BROOKS, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

(Adaptation)

To the Honorable Commis

O I P E J C 4 1 03-30-2001

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PATENT

d the attached original document(s) or copy(ies)

<b>SUBMISSION TYPE</b> New, Resubmission, Correction	<b>CONVEYANCE TYPE</b> Assignment, License, Merger, Security Agreement, Name Change
New <u>3/14/01</u>	Assignment <u>MAR 14 2001</u>

<b>CONVEYING PARTY (IES)</b>	<b>EXECUTION DATE (mm/dd/yyyy)</b>
Name(s): Matthew David Alspaugh, Frank William Massa, John Edward Wiese	02/27/2001; 03/05/2001; 02/26/2001

<b>RECEIVING PARTY</b>	
Name:	Wireless Inc.
Address:	5452 Betsy Ross Drive Santa Clara, California 95054-1101

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<b>CORRESPONDENT</b>		
Name/Address	Customer No.	Communication
David E. Lovejoy 4 Embarcadero Ctr., Suite 400 San Francisco, CA 94111-4156	21603	Tel: (415) 362-3800 Fax: (415) 362-2928 e-mail: del@fdml.com

<b>PAGES</b>	Total number of pages of attached conveyance document including attachments.	# 4
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<b>PATENT APPLICATION NUMBER(S)</b>				<b>PATENT NUMBER(S)</b>			
09769848							

If filed with a new Patent application, the date signed by the first executing inventor (mm/dd/yy):

<b>NUMBER OF PROPERTIES</b>	Total number of properties to be recorded.	# 1
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<b>FEE AMOUNT</b>	{(37 CFR §§ 1.21(h), 3.41) Number of Properties X \$40 =	\$ 40.00
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<b>METHOD OF PAYMENT</b>
<input checked="" type="checkbox"/> <b>Payment Enclosed:</b> Check in the amount of \$40.00.
<input checked="" type="checkbox"/> <b>Deposit Account 06-1325:</b> The Commissioner is authorized to charge any fee (including any fee required under 37 CFR §§1.16, 1.17, 1.18 or otherwise) if no Payment Enclosed, and is authorized to charge any additional fees and credit any over payment associated with this communication to the Deposit Account.

<b>STATEMENT AND SIGNATURE</b>	
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.	
David E. Lovejoy (Reg. No.22,748)	Signature Date: March 9, 2001

## JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

Inventor(1)	
Name	Matthew David Alsbaugh
Residence Address	995 South Gaylord Street, Denver, Colorado 80209, USA

and

Inventor(2)	
Name	Frank William Massa
Residence Address	53 Park Groton Place, San Jose, California 95136, USA

and

Inventor(3)	
Name	John Edward Wiese
Residence Address	8965 Melbourne Drive, Colorado Springs, Colorado 80920, USA

have invented certain new and useful improvements in:

### ENVIRONMENTALLY-HARDENED ATM NETWORK

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

<input checked="" type="checkbox"/> For which the application for United States Patent was filed.	
Filed Date (mm/dd/yyyy):	01/25/2001
SC/Serial Number:	09/769,848

or

<input type="checkbox"/> For which the declaration or oath for the application for United States Patent was executed.	
Execution Date (mm/dd/yyyy):	

WHEREAS, the ASSIGNEE is a corporation which has the Name, is organized and exists under the laws of the State of Incorporation and has a principal Place of Business as follows:

ASSIGNEE	
Name:	Wireless Inc.
State of Incorporation:	Delaware
Place of Business:	5452 Betsy Ross Drive Santa Clara, California 95054-1101

WHEREAS the ASSIGNEE wants to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Each said Inventor hereby authorizes and requests the Commissioner for Patents to issue any and all of said patents in the United States to said Assignee, for Assignee's full use and enjoyment and for the use and enjoyment of Assignee's legal representatives and assigns, to the full end of the term for which said patents may be granted, as fully and entirely as the same would have been held by said Inventors had this Assignment not been made.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee.

\*\*\*\*\*

(1) *Matthew David Alspaugh*  
(Inventor(1)'s Signature)

State of Colorado)  
County of Denver)

On 2/27/2001 before me, DEBORAH L. SERVOLD PERSONAL BANKER  
(name and title of officer)

personally appeared Matthew David Alspaugh, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Deborah L. Servold*  
My commission expires 7/18/2001  
COMMERCIAL FEDERAL BANK  
750 SOUTH UNIVERSITY BLVD.  
DENVER, CO 80209



\*\*\*\*\*  
(2) Frank W. Massa  
(Inventor(2)'s Signature)

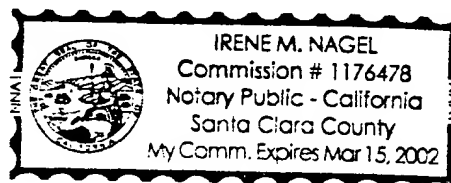
State of California  
County of Santa Clara

On March 5, 2001 before me, Irene Nagel, Notary Public  
(name and title of officer)

personally appeared Frank William Massa, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Irene Nagel



\*\*\*\*\*  
(3) John Edward Wiese  
(Inventor(3)'s Signature)

State of Colorado  
County of El Paso

On 2-26-2001 before me, Mary Ellen Koch, officer U.S. Bank  
(name and title of officer) Notary, state of CO

personally appeared John Edward Wiese, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Mary Ellen Koch

MY COMMISSION EXPIRES:  
June 23, 2001

